

ESTEBAN POLONSKI,
JUANA POLONSKI
POSTAL BOX 410985
SAN FRANCISCO, CA 94141

PLAINTIFF(S): In Propria Persona

FILED

JAN - 7 2009

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY DEPUTY CLERK

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ESTEBAN POLONSKI,
JUANA POLONSKI

2:09 - CV - 0048 MCE KIM PS

Plaintiff(s)

CASE NO: _____

COMPLAINT

**PLAINTIFF(S) VERIFIED
FOR DAMAGES**

-vs-

CENTRAL MORTGAGE COMPANY

1. **FRAUD**
2. **USURY**
3. **ABUSE OF PROCESS**
4. **INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS**
5. **TRESSPASSING**

AND DOES 1 TO 10 Inclusive

Defendant(s)

GENERAL ALLEGATIONS:

1. Plaintiff(s), ESTEBAN POLONSKI. and JUANA POLONSKI.,
[hereinafter, "**Plaintiff(s)**"] is currently and at all times herein mentioned, the
individuals residing in The City of San Francisco, County of San Francisco and of
The State of California.

1 2. Defendants CENTRAL MORTGAGE COMPANY, AND DOES 1 to 10
2 Inclusive, Are, and at all times mentioned herein an unknown business entity doing
3 business in the City of San Francisco, County of San Francisco, State of California.

4 3. Plaintiff(s) ESTEBAN POLONSKI. and JUANA POLONSKI, are
5 Informed and believe and thereupon allege on such basis that DOES 1 TO 10,
6 INCLUSIVE are legally responsible for the acts alleged herein and are sued by such
7 fictitious names, because Plaintiff(s) have not yet been able to ascertain their true names
8 and identities. Upon ascertainment of such information, Plaintiff(s) will seek leave of
9 court to amend and serve this Complaint and any changes thereto to specifically
10 identity said **DOE DEFENDANTS 1 TO 10, INCLUSIVE** by their true names and
11 capacities.
12

13
14 4. Plaintiff(s) are informed and believe thereupon allege that at all times herein
15 Mentioned, **the Defendants, and all of them** and Doe Defendants 1 to 10 were the
16 agents, employee, employer, servants, representatives of each of the remaining
17 Defendants and were acting at all times mentioned herein, within the scope and course
18 of such relationship and with the knowledge, consent, and/or ratification of the other
19 Defendants and that each of the acts or omissions alleged herein were performed
20 within the scope and course of that relationship as well as within their own specific
21 individual capacities.
22

23
24 5. The obligation sued upon herein was incurred in and is payable in the City of
25 SAN FRANCISCO, The County of San Francisco, and in The State of California.
26

27
28 **FIRST CAUSE OF ACTION:**

{FRAUD against all Defendants and Does 1 to 10 Inclusive}

6. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 16, inclusive, of this Complaint by this reference, as though set forth fully herein.
7. Plaintiff(s) caused to be delivered to The Defendants, and all of them, and Doe Defendants 1 to 10 , the UCC filing and other documentation, with the knowledge and agreement that such would act as, and prove ownership of certain Real Property located in the City of Sacramento, the County of Sacramento, at:
1191 Morse Avenue, Sacramento, CA 95864, [hereinafter, THE PROPERTY].
8. Subsequently, the Plaintiff(s) entered into an agreement associated with THE PROPERTY and the Defendants and all of them and Doe Defendant 1 to 10, agreed to act in a manner which was to the sole benefit of the Plaintiff(s).
9. Recently, Plaintiff(s) came to find that the Defendants, and all of them, and Doe Defendants 1 to 10, failed to disclose certain facts that they were necessarily required to disclose, and went further to conceal such facts known by each of the Defendants and all of them, and Doe Defendants 1 to 10.
10. The Defendants, and all of them and Doe Defendants 1 to 10, did in fact owe a Fiduciary duty to the Plaintiff(s) and an absolute duty to disclose anything which might be relevant to fraudulent activity by any of its associates and/or employees.
11. The Defendants, and all of them and Doe Defendants 1 to 10, knew that the Plaintiff(s) were not aware of the material facts not disclosed by the Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive.
12. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive,

concealed such material facts within their own files and records and used their titles as Officers to intimidate, and illegally steal the property of the Plaintiff(s).

13. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, knowingly acted with a total disregard for the truth of the material facts.

14. The Defendants and all of them knew, including Doe Defendants 1 to 10 Inclusive, that they were acting under color of Law and that the Plaintiff(s) had Remedy under actual Law and did not disclose this to the Plaintiff(s).

15. The Defendants and all of them including Doe Defendants 1 to 10 Inclusive, knew that their actions through the misrepresentation of the facts would immediately cause the Plaintiff(s) injuries, and that without the willful, intentional and fraudulent actions of the Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, the Plaintiff(s) would not have been made to suffer any injuries.

16. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, knew that their misrepresentations would in fact become the predominant, decisive and substantial factors in obtaining the confidence and influencing the course of the conduct of the Plaintiff(s).

SECOND CAUSE OF ACTION:

{USURY against all Defendants and Does 1 to 10 Inclusive}

17. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 20, inclusive, of this Complaint by this reference, as though set forth fully herein.

18. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive,

1 Refused to honor the Contract.

2 19. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive, did
3 not disclose to the Plaintiff(s) that their Promissory Note was the instrument used to
4 secure the credit to purchase the home, and that the bank actually got paid up front on
5 the home using the Plaintiff(s) purchasing, and then immediately sold the Promissory
6 Note, and got paid on it again, without disclosing these facts, to the Plaintiff(s), and
7 then charged interest on credit created by the Promissory Note, including Doe
8 Defendants 1 to 10 Inclusive.
9

10 ***See Blacks Law Dictionary 6th Edition USURY***

11 *Charging an illegal rate of interest, an illegal contract for a loan or forbearance of*
12 *money, goods, or things in action, by service was taken. The bank never disclosed the*
13 *fact that when the plaintiff signed the promissory note, the money for the loan was*
14 *created, and the bank never lent money, they lent credit.*
15

16 20. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive,
17 agreed to violate the Plaintiff(s) rights, and acting in a bullish, and threatening
18 manner, causing irreparable harm to the Plaintiff(s).
19

20 **THIRD CAUSE OF ACTION:**

21 {ABUSE OF PROCESS against all Defendants and Does 1 to 10 Inclusive}
22

23 21. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 26,
24 Inclusive, of this Complaint by this reference, as though set forth fully herein.
25

26 22. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive,
27 while making specific use of their superior knowledge and skills in the area of LAW,
28

1 formulated a plan of operation to create, and design documentation to present to the
2 Plaintiff(s), all in an effort to gain the trust of the Plaintiff(s), to harm and defraud the
3 Plaintiff(s).

4
5 23. The Defendants, and all of them, including Doe Defendants 1 to 10 Inclusive,
6 worked together to produce, manufacture and present to the Plaintiff(s),
7 documentation the Defendants and all of them knew to be false, falsified, and untrue.

8
9 24. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive,
10 knew that the Plaintiff(s) were unaware of the falsity of the representations made to
11 the Plaintiff(s), and that such falsification would result in harm, damage, and not only
12 immediate pecuniary loss, but financial loss to the Plaintiff(s) as well.

13
14 25. The Defendants, and all of them including Doe Defendants 1 to 10 Inclusive, have
15 a *documented history* of the illegal and unauthorized use of their superior LAW,
16 experience and skills to harm unsuspecting individuals seeking to protect themselves.

17
18 26. The process used in this matter was not designed to be used in this capacity to
19 fraudulently intimidate, nor injure the Plaintiff(s).

20 **FOURTH CAUSE OF ACTIONS:**

21 {
22 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS}**

23 **{Against all Defendants and Does 1 to 10 Inclusive}**

24
25 27. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 28,
26 inclusive, of this Complaint by this reference, as though set forth fully herein.

27
28 28. The Defendants and all of them, including Doe Defendants 1 to 10 Inclusive,

intentionally, recklessly and without regard to the probability of the emotional distress their conduct would cause to The Plaintiff(s), intentionally provided false information, and even physically came onto THE PROPERTY without the expressed written permission of The Plaintiff(s). And, "BUT FOR" the unjustified malicious and callous conduct on the part of the Defendants, the Doe Defendants, and all of them, the Plaintiff(s) ESTEBAN POLONSKI. AND JUANA POLONSKI, would not have suffered damages from the continued intrusion by the Defendants and all of them.

FIFTH CAUSE OF ACTIONS:

{TRESSPASSING}

{Against all Defendants and Does 1 to 10 Inclusive}


29. Plaintiff(s) hereby reference hereto and incorporate paragraphs 1 through 30, Inclusive, of this Complaint by this reference, as though set forth fully herein.
30. The Defendants and all of them, including Doe Defendants 1 to 10 Inclusive, did knowingly and willingly **TRESSPASS** on private Land protected by a Federal Land Patent, after seeing the signs posted and the penalty for **TRESSPASSING** then knowingly and willingly accepted the contract, and **TRESSPASSED**.

(The Plaintiff(s) prays for judgment against each Defendant, including Doe Defendants 1 to 10 Inclusive, in each cause of action as follows:

- 1.] **SPECIAL DAMAGES** in the amount of \$2,000,000.00+
- 2.] **GENERAL DAMAGES** in the amount of \$2,000,000.00+
- 3.] For all costs and fees incurred for this lawsuit
- 4.] For any such other or further relief as this Court deems just, fair or

DATED: 01, 07, 09

Esteban Polonski
ESTEBAN POLONSKI.
Plaintiff(s) in Pro Per


JUANA POLONSKI
Plaintiff(s) in Pro Per

VERIFICATION/DECLARATION OF:

ESTEBAN POLONSKI. AND JUANA POLONSKI,

We, **ESTEBAN POLONSKI. AND JUANA POLONSKI**, acting In
Pro Per, hereby declare under the penalty of perjury that I/We have read this
COMPLAINT FOR DAMAGES and we further declare that under the penalty of
perjury that the statements contained herein are true and correct to the best of my/our
knowledge, except as those matters stated upon information and belief, and as to those
matters, we believe them to be true.

This verification/declaration has been executed on ^{January}~~December~~ 06, 2009 in the
City of San Francisco, The County of San Francisco, and in The State of California.

DATED: 01/06/09

Esteban Polonski
ESTEBAN POLONSKI.
Plaintiff(s) in Pro Per

JUANA POLONSKI
JUANA POLONSKI
Plaintiff(s) in Pro Per